

1. Purpose. The purpose of this SOP is to outline the procedures and guidelines for preparing and administering cosponsorship agreements.
2. Personnel Concerned. All SBA Employees.
3. Directives Canceled. SOP 90 75 1.
4. Distribution. Standard.
5. Originator. Office of Business Initiatives.

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## CHAPTER 1

### INTRODUCTION

1. Background. The Small Business Act (the "Act") gives the Small Business Administration (SBA) statutory authority to cosponsor, in conjunction with other entities, a wide variety of training and counseling programs to assist small business 38(b)(1)(A) of the Act. It also gives SBA statutory authority to accept gifts of money, property, services, and facilities for use in providing technical and managerial assistance to small business 38(b)(1)(G) of the Act.
2. Scope. This SOP governs all cosponsored training and counseling activities with outside entities, regardless of the particular SBA program involved or the degree of SBA's involvement. It also governs all solicitation, acceptance, and use of gifts by SBA under its management assistance authority.
3. Use of SBA's Name, Logo, and Seal. The SBA Name, SBA Logo, and SBA Seal shall not be used by anyone other than SBA or its employees in the course of their official duties, except as properly authorized by SBA in connection with cosponsorships and SBA-sponsored activities.

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## CHAPTER 2

### COSPONSORSHIP

4. Cosponsorship Eligibility. SBA will enter into cosponsorships as follows:
  - a. For-Profit Entity. A for-profit entity is eligible to cosponsor only training activities.
  - b. Non-Profit Entity. A non-profit entity is eligible to cosponsor training and counseling activities.
  - c. Governmental Entity. A governmental entity is eligible to cosponsor training and counseling activities.
  - d. Public Officials. A Governor or Member of Congress is generally eligible to cosponsor training and counseling activities. Other appointed or elected governmental officials are not eligible to cosponsor any cosponsorships. All government officials may speak at a cosponsored event if they agree, in writing, that their speeches will be non-political. Within 60 days of a general or primary election in which the Governor, Member of Congress, or other elected official is involved, the incumbent, challenger, and individuals known to be campaigning on behalf of either shall be ineligible to cosponsor a cosponsorship or speak at a cosponsored event.
  - e. SBDCs, SCORE, and SBIs. An SBDC, SCORE chapter, or SBI is eligible to cosponsor training and counseling activities. This SOP shall be followed unless an activity is required by the terms of its contract, grant, or cooperative agreement, in which case those terms shall govern.
5. Limitations on Cosponsorships. The responsible program official shall ensure that the following requirements are met with respect to each cosponsorship: (Each requirement listed in subparagraphs a. and b. are imposed by statute. Agency policy extends the requirements in subparagraph c. to non-profit entities.)
  - a. For-Profit Cosponsorships.
    - (1) SBA must receive appropriate recognition.
    - (2) SBA must not endorse a cosponsor, or its

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products or services.

- (3) Unnecessary promotion of a cosponsor, or its products or services, must be avoided.
- (4) SBA must minimize the use of any one cosponsor in a marketing area.
- (5) The AA/BI or another authorized SBA employee in Washington, D.C., must execute a cosponsorship agreement with each cosponsor.
- (6) SBA must not release its mailing lists, in whole or in part, to a for-profit cosponsor, even for cosponsorship purposes.
- (7) Any printed material containing the names of SBA and a cosponsor shall include a prominent disclaimer that the cosponsorship does not constitute or imply an endorsement by SBA of the cosponsor, or its products or services.
- (8) Fees charged for the cosponsorship shall not exceed a minimal amount to cover the direct costs of providing such cosponsorship.
- (9) Counseling may not be part of a for-profit cosponsorship. Counseling may occur at a cosponsorship site only if it is kept completely separate from the for-profit cosponsorship.
- (10) Any printed materials to be distributed must be approved in advance by the AA/BI, or a designee in Washington, D.C.

b. Governmental Entities and Public Officials.

- (1) SBA must receive appropriate recognition in all cosponsorship materials.
- (2) A cosponsor should not receive undue recognition (recognition which is excessive or inappropriate in manner or degree).
- (3) The cosponsorship should not constitute or imply an endorsement by SBA of the public

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official or governmental entity.

c. Non-Profit Cosponsorships.

- (1) SBA must receive appropriate recognition.
- (2) SBA must not endorse a cosponsor, or its products or services.
- (3) Unnecessary promotion of a cosponsor, or its products or services, must be avoided.
- (4) SBA must minimize the use of any one cosponsor in a marketing area.
- (5) SBA must not release its mailing lists, in whole or in part, to a non-profit cosponsor, even for cosponsorship purposes.
- (6) Any printed material containing the names of SBA and a cosponsor shall include a prominent disclaimer that the cosponsorship does not constitute or imply an endorsement by SBA of the cosponsor, or its products or services.
- (7) Fees charged for the cosponsorship shall not exceed a minimal amount to cover the direct costs of providing such cosponsorship.

6. Conflicts of Interest. A cosponsorship must not create an actual or apparent conflict of interest. The responsible program official and appropriate SBA legal counsel should assess each potential cosponsor's relationship with SBA, to determine whether the cosponsor is an allowable source, a proscribed source or a source requiring a case-by-case determination.

- a. Allowable Sources. All entities except those in paragraphs 6(b) and 6(c) below are allowable sources for cosponsors.
- b. Sources Requiring Case-By-Case Determinations. Entities having a business relationship with SBA, or grantees other than SBDCs, SBIs, and SCORE chapters, can qualify as a cosponsor only after a case-by-case determination by SBA. The responsible program official, with the approval of SBA legal counsel, must determine in writing that the proposed

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cosponsorship support from such entity would not create an actual or apparent conflict of interest.

- c. Proscribed Sources. Proscribed sources cannot be cosponsors, and the solicitation and acceptance of cosponsorship support from such entities are prohibited. However, such entities may be speakers at cosponsorships and may have displays at such events in exhibition areas generally open to the public.
7. Processing and Approval of Cosponsorships. The following processes and documents must be completed for cosponsorships, including all extensions and renewals of existing cosponsorships and any recurring or annual cosponsored events.
- a. Preliminary Financial Review. Prior to the approval of a proposed cosponsorship, the responsible program official must review the anticipated sources and uses of funds for the cosponsorship, and must determine that funding is adequate and that SBA will not be called upon to contribute financial support greater than already agreed upon. In addition, for for-profit cosponsorships, the responsible program official must ensure that no fee or charge will be imposed on a small business concern in excess of a minimal amount to cover the direct costs of providing the assistance.
  - b. Cosponsorship Approval Form.
    - (1) Cosponsorship Approval Form. The responsible program official must complete Part I of the "Cosponsorship Approval Form," SBA Form 1615, Appendix 3, prior to requesting legal clearance for a proposed cosponsorship.
    - (2) Legal Checklist. Legal counsel must complete Part II of the "Cosponsorship Approval Form" prior to recommending final approval of a proposed cosponsorship.
    - (3) Final Approval. The approving official must signify approval of the cosponsorship by signing Part III of the "Cosponsorship Approval Form," and by executing the cosponsorship agreement, if applicable.

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(In the event the cosponsorship would cause the provisions of paragraph 13 to be invoked, the Oversight Committee must concur in the approval.)

- c. Authorization Number. The AA/BI, or designee, must assign an authorization number to for-profit cosponsorships. The responsible program official must assign an authorization number to all other Cosponsorships.
  - d. Cosponsorship Agreement or Written Summary.
    - (1) For-Profit Cosponsorships.
      - (a) A cosponsorship agreement must be executed by all cosponsors in for-profit cosponsorships.
      - (b) The cosponsorship agreement shall not be amended or modified except in writing, approved by SBA, and signed by the cosponsor.
    - (2) All Other Cosponsorships.
      - (a) For all other cosponsorships, the complete understanding of the parties must be summarized in writing by the responsible program officer.
      - (b) The responsible program officer shall modify the written summary from time to time to reflect any revised understanding of the parties with respect to the cosponsorship, and shall maintain an up-to-date copy of the written summary in the cosponsorship file.
  - e. Amendments to Cosponsorship Agreement. All proposed amendments to a cosponsorship agreement must be reviewed and approved by the responsible program official, SBA legal counsel and the approving official before being executed on behalf of SBA.
8. Cosponsorship Material.
- a. Approval. The AA/BI, or designee, must approve all cosponsorship material in for-profit cosponsorships prior to distribution.
  - b. Authorization Number. All cosponsorship material in for-profit cosponsorships must display the

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authorization number assigned by the AA/BI prior to distribution.

- c. Appropriate Recognition. All cosponsorship material must give appropriate recognition to SBA.

- d. Required Disclaimers. All cosponsorship material bearing the Name, Logo, or Seal of SBA must contain the following statements, or similar language approved by the AA/BI, with the concurrence of SBA legal counsel:

- (1) The support given by the U.S. Small Business Administration to this activity does not constitute an express or implied endorsement of any cosponsor's or participant's opinions, products, or services.

- (2) All SBA programs are extended to the public on a nondiscriminatory basis.

- e. Disability Accommodation Statement. Cosponsorship material publicizing cosponsorships having personal attendance must contain a statement as follows:

Reasonable arrangements for persons with disabilities will be made if requested at least 2 weeks in advance. Contact: [Insert name, address, and phone number of contact person].

- f. Copyright of Cosponsorship Material. If cosponsors copyright cosponsorship material, any such copyright shall be subject to an irrevocable, non-exclusive, non-assignable, worldwide, royalty-free license on the part of SBA to use the copyrighted materials.

- g. Advertorials. Cosponsorship material may include publications which contain both information and advertising, the income from which is used to defray the publication's production costs. SBA's cosponsors are responsible for soliciting any advertisements, for general layout and other pre-publication preparations, for collection of advertising fees, and for payment of all production expenses. Cosponsors must avoid gaming, alcoholic beverage, and tobacco advertisements. SBA may not receive any funds connected with the publication. SBA may help compile information, prepare articles and distribute publications. SBA must promptly receive at

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least one copy of the publication at no cost.

9. Advertising. Both appropriated and gift funds may be spent to advertise cosponsorships, so long as the advertising is not the sole purpose of the cosponsorship, and the advertising is consistent with the purpose of the appropriation or gift. Advertising also may be an in-kind gift. Under government-wide rules, advertising must be factual. It must not constitute publicity and propaganda, and it must not urge people to lobby Congress on behalf of legislation.
10. Mailings. With proper authorization, SBA's postal permit, and its penalty indicia, may be used for mailings related to cosponsorships. Authorization to use SBA's postal permit is a commitment of appropriated funds allocated for mailings and is subject to the allotment provided for each SBA office for bulk mailings. Mailings must be made in accordance with the provisions of Chapter 8, "Cosponsored Mail," in SOP 00 10.
11. Procurement. In cosponsorships, if SBA is the purchaser, SBA is bound by the Federal Acquisition Regulation (FAR) requirements. The cosponsor is not required to comply with FAR or any other competition requirements. However, if the cosponsor has an ongoing relationship with SBA under a contract, grant, or cooperative agreement (such as SBDCs or SCORE), the cosponsor must comply with procurement requirements generally applicable to it as a contractor or grantee.
12. Fees and Other Sources of Funding.
  - a. In each cosponsorship, the parties must designate a non-SBA entity to be responsible for receipt, management, and disbursement of all cosponsorship funds.
  - b. Registration fees must be carefully calculated to offset the cosponsorship's estimated direct costs. For accounting purposes, registration fees shall be deemed the first source of funds used to pay Cosponsorship expenses. In the unlikely event some fees are unused, they should be returned on a prorata basis, deposited in the U.S. Treasury, or retained by the cosponsor for future cosponsored events.
  - c. Unused cosponsorship gift funds (funds other than registration fees) must be turned over to SBA as gifts for discretionary use by SBA in accordance with the Act, unless otherwise required by the donor.

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13. Oversight Committee.

- a. The Oversight Committee must concur in the following cosponsorships:
  - (1) Cosponsorships involving a projected cost of more than \$200,000.
  - (2) Cosponsorships with public officials.
- b. The Oversight Committee may delegate in writing its concurrence authority for any of the above matters to individual members of the Committee.

14. Authority to Approve Cosponsorships. Except as otherwise authorized by the Administrator, only an approving official is authorized to approve cosponsorships and execute cosponsorship agreements and any amendments or modifications of such agreements.

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### CHAPTER 3

#### SOLICITATION AND ACCEPTANCE OF GIFTS

15. SBA's Gift Authority. To avoid impermissible augmentation of appropriations, Federal law generally prohibits agencies from accepting gifts unless they have explicit statutory gift authority. SBA has such authority to assist it in carrying out its functions under the Act.
16. General Guidance.
  - a. SBA may solicit and accept gifts in support of a cosponsorship.
  - b. SBA may solicit and accept gifts in support of an SBA-sponsored activity.
  - c. SBA may solicit and accept gifts to support management assistance, training, counseling, and business development activities.
  - d. SBA may solicit and accept cash gifts and in-kind gifts.
  - e. Employees may solicit or accept gifts on behalf of SBA only with proper approval. The purpose must be permissible and the donor must not be a proscribed source.
  - f. Checks and transfer documents shall be made payable to or negotiable by SBA.
  - g. Employees may not solicit or accept gifts on SBA's behalf through a third party.
  - h. Whenever soliciting or accepting gifts on behalf of SBA, SBA employees must comply with this SOP. Failure to do so may result in disciplinary action. Agency legal counsel are available for consultation.
  - i. SBA must use all gifts in a manner consistent with the Act and any gift terms accepted by SBA. A donor may attach conditions to the use of a gift, as long as the conditions are legally permissible and approved by SBA.
  - j. Gift funds need not be used within the fiscal year in which they are received by SBA.

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- k. Donors who help in a substantial way to plan or conduct an activity, will be considered cosponsors. While donors can be speakers at an SBA-sponsored activity (without being considered a cosponsor), they should not be speakers unless it is made clear that their speaking role does not represent an SBA endorsement of them or their products or services.

17. Special Guidance.

- a. Personal Gift Items. SBA employees may not solicit gifts for gift bags or other souvenirs for distribution to attendees at an SBA-sponsored activity or cosponsorship. They cannot assemble or distribute such items, nor can they hire a contractor to do so. Neither appropriated funds nor gift funds can be used for personal gift items.
- b. Food, Drink, and Entertainment. Generally, gift funds may be used to pay for food, drink, or entertainment only if it is a necessary and integral part of the SBA-sponsored or cosponsored activity and advances the purpose for which the funds were donated (for example, networking over food and drink at a widely-attended public function). Gift funds cannot be used to provide food, drink, or entertainment primarily or solely for SBA employees, such as at an SBA training conference or other exclusively SBA activity. Appropriated funds cannot be used for these activities.
- c. Alcohol and Tobacco. Gifts may not be used to supply or purchase alcohol or tobacco products.
- d. Publications. Publications may be produced with resources obtained from gifts or appropriations, and the proceeds received from the sale of such publications may be retained by SBA.
- e. Gifts of Travel and Subsistence.
  - (1) Under certain circumstances, a Federal agency may accept gifts of travel and subsistence for employee travel. The travel first must be authorized by the appropriate manager, who must expressly find that the travel is for attendance at a meeting or similar function and that payment for the travel is related to the

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employee's official duties. In addition, the applicable SBA Standards of Conduct Counselor must make a written finding that payment from non-Federal sources would not result in a conflict of interest. In-kind gifts, such as airline tickets or lodging, may go directly to the employee, but cash gifts must be given to the SBA.

- (2) In addition, 5 U.S.C. § 4111 authorizes an employee to accept donations of travel and subsistence associated with attendance at meetings or conferences if the employee has received prior written SBA approval to accept the donation and the Secretary of the Treasury previously has found the donor to be exempt from taxation under Section 501(c) of the Internal Revenue Code.

#### 18. Sources for Gifts.

There are three potential sources for gifts: allowable sources, sources requiring a case-by-case determination, and prohibited sources.

- a. Allowable Sources. All entities except those in paragraphs 18b. and 18c. are allowable sources (provided that circumstances do not exist which would create the appearance of a conflict of interest).
- b. Sources Requiring a Case-By-Case Determination. Before a gift may be solicited or accepted from sources having a business relationship with SBA, the approving official (and the Oversight Committee or its delegated representative in the event the proposed gift or donor would cause the provisions of paragraph 19(a)(2) to be invoked), with the assistance of legal counsel must conclude that the gift would not create an actual or apparent conflict of interest. In reaching a decision, the approving official or Oversight Committee (or its representative) must consider the size of the potential gift; the size of the entity; the nature and extent of SBA's business relationship with the entity, including any relevant contracting history; whether the same SBA program office and unit of the entity are involved in the relationship and in the potential gift; the aggregate number and value of gifts made by the entity to SBA, SCORE, SBDCs, and SBIs during the preceding 12-month

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period; and any other relevant factors.

- c. Prohibited Sources. Employees must not solicit or accept gifts on behalf of SBA from proscribed sources, SBDCs, SBIs, SCORE chapters, 7(j) program providers, or any other SBA grantee.

19. Oversight Committee.

- a. In addition to the approval of the approving official, the Oversight Committee must concur with the following proposed gifts before they may be accepted:
  - (1) Any proposed gift from a current contractor, whose contract with SBA has a value exceeding \$100,000;
  - (2) Any proposed gift, the value of which exceeds \$100,000, or which causes the aggregate amount of the donor's gifts to SBA in the preceding 12-month period to exceed \$150,000.
- b. The Oversight Committee shall have discretion to delegate in writing its approval authority for any of the matters referred to above to individual members of the Committee.

20. Procedures for Soliciting or Accepting a gift.

- a. An approving official, with concurrence by legal counsel as to legal compliance, must approve all gift solicitations by executing Part I of the "Gift Approval Form," SBA Form 1962, attached as Appendix 4.
- b. An approving official, with concurrence by legal counsel as to legal compliance, must approve all gift acceptances by executing Part II of the "Gift Approval Form," SBA Form 1962.
- c. An approving official must obtain a written "Declaration of Gift to the U.S. Small Business Administration," SBA Form 1960, from the donor for gifts made to SBA, with specific reference to any conditions of the gift. The sample declaration may be found in appendix 6 and should be used as the form for this purpose. The gift declaration need not be obtained for a gift made to a cosponsorship.
- d. An approving official must acknowledge the gift in writing, with specific reference to any conditions of the

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gift. The sample "Gift Acceptance Letter," SBA Form 1961, in appendix 7 should be used as a form for this purpose.

- e. The SBA may recognize donors for their gifts (for example, with plaques or written recognition in a program), but must avoid unnecessary promotion or the endorsement of a donor, its products, or services.
- f. Each program and district office must maintain a file for each gift it accepts on behalf of SBA, together with a cumulative log recording the type and estimated value of the gift, the donor, and the SBA official accepting the gift. All gifts must be reported on a quarterly basis to the AA/BI.
- g. Donors should be notified in advance that any excess funds remaining from gifts for SBA-sponsored activities will be used for other SBA technical and managerial assistance to small business.

21. Special Procedures for Cash Gifts to SBA and Gifts to Cosponsors and Other Third Parties on Behalf of SBA.

- a. Cash Gifts Made Directly to SBA. When SBA receives a cash gift, SBA employees must handle the funds in a manner that ensures full accountability.
  - (1) Employees must deposit cash gifts into SBA's Business Assistance Trust Fund, in accordance with SOP 20 13.
  - (2) Any money received which is not consistent with SBA's gift authority may not be retained by SBA, but must be returned to the donor or deposited in the Miscellaneous Receipts account of the Department of the Treasury.
  - (3) SBA employees may neither accept checks made out to them personally, nor establish separate bank accounts for any gift funds.
  - (4) Cash gift funds must be disbursed in accordance with a written purchase order, procurement contract, cooperative agreement, grant, or other legal document.
- b. Cash Gifts Made to Cosponsors and Other Third Parties.

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- (1) Cash gifts made to third parties. A donor may make a cash gift directly to a cosponsor, contractor, or vendor to pay for goods or services to be used in support of a cosponsorship. In that case, it is not a gift to SBA and must be retained, managed, and disbursed by the cosponsor or other entity receiving it. A donor may make a similar cash gift to a third party in support of an SBA-sponsored activity. In that case, the gift normally would represent an in-kind gift to SBA of the goods or services obtained with such cash gift. In such cases, the contractor or vendor will be responsible for handling and disbursing the cash gift as provided in paragraph 21(b)(3) below.
- (2) Contracting-out. SBA may contract with a for-profit or non-profit entity, consistent with Federal Acquisition Regulations (FAR), for the planning and managing of SBA-sponsored activities, provided that SBA's costs are not materially increased. In such cases, the contractors must be responsible for handling and disbursing all gifts and registration fees. Registration fees shall be the first source of funds used to pay expenses. The contractor's purchases using gift funds need not comply with FAR.
- (3) Handling funds. The cosponsor, contractor, or vendor receiving cash gifts must manage the funds, maintain books and records, provide for audit access, dispose of funds remaining after payment of all cosponsorship or SBA-sponsored activity expenses, and submit reports to SBA accounting for receipt and disbursement of all such funds. If the Agency contracts-out, the contract must contain specific procedures for managing and accounting for gifts and all other funds.

- 22. Approval of Solicitation, Acceptance, and Disbursement of Gifts. Except as otherwise approved by the Administrator, and subject to any need for approval under paragraph 20 above, only approving officials shall approve the solicitation, acceptance, and disbursement of gifts on behalf of SBA.

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**CHAPTER 4****RECORD-KEEPING AND ACCOUNTABILITY**

23. General Guidance. The responsible program official must monitor compliance with this SOP and advise the AA/BI of any issues or concerns regarding a specific cosponsorship, SBA-sponsored activity, non-sponsored activity, gift solicitation, or gift acceptance. The AA/BI has a general duty to monitor all cosponsorships, SBA-sponsored activities, gift solicitations and gift acceptances, and to identify and address problems and concerns. Upon being alerted to policy issues, or to problems with a specific cosponsorship or gift, the AA/BI may request that the Oversight Committee meet to consider the issues or concerns.
24. Cosponsorship Files. The responsible program official must maintain a cosponsorship file for each cosponsorship. For for-profit cosponsorships, a copy shall be retained by the Office of Business Initiatives. All cosponsorship files must be completed within 30 days of the completion of the cosponsorship activity. The file must contain the following items:
- a. A copy of the executed "United States Small Business Administration Cosponsorship Agreement," SBA Form 1741, as modified or amended, or the responsible program official's current written summary, as applicable;
  - b. A copy of the "Cosponsorship Approval Form," SBA Form 1615;
  - c. A Final Financial Report, which must contain:
    - (1) A list by name and amount of all financial contributions from SBA, cosponsors, and donors;
    - (2) A summary of registration or attendance fees;
    - (3) An accurate description of the use of all funds, including disposition of any funds remaining after completion of the cosponsorship; and
    - (4) The number of attendees (if applicable);
  - d. A copy of any waiver granted;
  - e. An assessment of results of the cosponsorship; and

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- f. Such other pertinent materials as the responsible program official deems appropriate.
25. Gift Files. Each originating office must maintain a file and a cumulative log for each gift it accepts on behalf of SBA. The file must contain the following:
- a. The completed "Gift Approval Form," SBA Form 1962;
  - b. The gift solicitation letter (if any);
  - c. The "Declaration of Gift to the U.S. Small Business Administration," SBA Form 1960;
  - d. The "Gift Acceptance Letter," SBA Form 1961; and
  - e. A summary of use or disposition of gift.
26. Quarterly Reporting Requirements.
- a. Each responsible program official must submit to the AA/BI quarterly reports for cosponsorships (including all SBA activity with SBDCs, SCORE, and SBIs outside the relevant cooperative agreements), and gifts if there has been any such activity during the quarter.
    - (1) Cosponsorship reports must include, to the extent applicable, the authorization number, names of all cosponsors, a brief description of the cosponsorship, attendance or circulation, sources and uses of funds, a summary of any gifts provided by cosponsors or donors, the aggregate amount given by each cosponsor or donor emanating from the originating office during the preceding 12-month period, and a description of any waivers of this SOP.
    - (2) Gift reports must contain, to the extent applicable, the name of the donor, the type of gift, the amount or estimated amount of the gift, the aggregate amount given by that donor during the preceding 12-month period, the specific use of the gift, and the recognition given to the Donor by SBA.

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- b. The AA/BI shall submit quarterly and year-to-date summary reports to the members of the Oversight Committee.

27. Waiver of SOP Requirements.

- a. Where specific SOP requirements are not mandated by statute or regulation, the Administrator, upon recommendation of the Oversight Committee, may waive those requirements.
- b. Each request for a waiver must be written, contain a full and detailed justification, and be made in advance of the event or activity. Each such request must contain detailed comments and recommendations, including those of the responsible program official and legal counsel. Any waiver of SOP requirements must be written, and a file must be maintained by the AA/BI containing all supporting documents.

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## Appendix 1

## Index to Forms and Reports

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## Appendix 2

## Definitions

1. Appropriate Recognition refers to the statutory requirement for appropriate recognition and publicity to be given SBA whenever SBA participates in a for-profit cosponsorship, or whenever SBA's Name or Logo appears on any cosponsorship materials.
2. Approving Official refers to the following SBA officials (provided Oversight Committee concurrence has first been obtained if required by paragraph 13):
  - a. Those authorized to approve for-profit cosponsorships; execute cosponsorship agreements and amendments or modifications of such agreements; and approve the solicitation, acceptance and disbursement of gifts from public officials, gifts from for-profit entities which exceed \$25,000 in value, and gifts from any for-profit entity whose aggregate amount of gifts to SBA in the preceding 12-month period has exceeded \$75,000:
    - (1) Administrator,
    - (2) Deputy Administrator,
    - (3) Associate Deputy Administrator for Economic Development (ADA/ED), or
    - (4) Associate Administrator for Business Initiatives (AA/BI).
  - (b) Those authorized to approve cosponsorships with and solicitation, acceptance, and disbursement of gifts from non-profit entities, governmental entities, SBDCs, SCORE, and SBIs; approve cosponsorships with public officials; and approve the solicitation, acceptance, and disbursement of gifts under \$25,000 in value from for-profit entities and gifts from any for-profit entity whose aggregate amount of gifts to SBA in the preceding 12-month period has not exceeded \$75,000:
    - (1) Administrator,
    - (2) Deputy Administrator,
    - (3) ADA/ED,
    - (4) AA/BI, or
    - (5) District Directors (for cosponsorships and gifts originating in district offices).

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3. Business Relationship refers to the association of SBA with a Participating Lender; a Certified Development Company (CDC); a surety or insurance company participating in an SBA program; a trade association whose members SBA regulates; a contractor, other than an 8(a) program participant; or a parent, subsidiary, or affiliate of any of the above.
4. Cash means currency, checks, drafts, and other similar instruments constituting written orders to financial institutions to pay specified sums on demand.
5. Cosponsor means an entity, eligible under paragraph 4 below, which actively and substantially helps SBA plan or conduct a cosponsorship. An entity which does not actively and substantially help to plan or conduct the cosponsorship, but merely donates money, property, or services, is considered a donor, but not a cosponsor.
6. Cosponsorship means an activity, event or initiative authorized by 58(b)(1) of the Act and planned or conducted jointly by SBA and one or more cosponsors or promoted, publicized, or identified with SBA through use of the SBA Logo or Seal. Presentations by SBA employees and/or the provision of SBA materials describing SBA programs and services, at an event, without other involvement, does not constitute a cosponsorship.
7. Cosponsorship Agreement is the written document required for all for-profit cosponsorships, containing the parties' respective rights and obligations regarding the cosponsorship. It consists of a basic agreement in the form set forth in appendix 5, supplemented by any specific terms or provisions that are incorporated by reference in the basic agreement. All supplemental terms or provisions must be consistent with the basic agreement. The provisions of the basic agreement shall not be amended without the approval of the AA/BI and the General Counsel.
8. Cosponsorship Material means all print and electronic materials connected with a cosponsorship, including, but not limited to, publications, audio-visual materials, and computer software.
9. Counseling means individual advice, guidance or instruction given to an individual or entity regarding the formation, management, financing, or operation of a small business. For purposes of cosponsorships or gift acceptance, all counseling activities must help provide technical or managerial

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assistance to small business.

10. Donor is an individual or entity that provides a gift to SBA or to a cosponsorship. Donors will be considered cosponsors if they also actively and substantially help plan or conduct cosponsorships.
11. For-Profit Cosponsorship is a cosponsorship in which one or more cosponsors is a for-profit entity.
12. For-Profit Entity is an entity organized for profit.
13. Gift is the voluntary transfer to SBA or to a cosponsorship of something of value, whether cash or in-kind, without the donor receiving legal consideration. For the purposes of this SOP, legal consideration shall not include reasonable public recognition or acknowledgment, or any other benefit which is incidental, intangible, indirect, or greatly disproportionate to the value of the gift.
14. Gift Solicitation is any authorized contact with an outside individual or entity by an SBA employee requesting possible support for SBA-sponsored activities or cosponsorships.
15. Governmental Entity is a Federal, state, or local agency, authority, board or commission, other than SBA, including employees or representatives from such agencies who have not been appointed or elected.
16. In-Kind Gifts are non-cash gifts including, but not limited to, property, services, facilities, equipment, advertising, speakers, promotion, staff support, entertainment, equipment use, and food and drink, which are accepted by SBA under 58(b)(1)(G) of the Act, or by a cosponsor.
17. Non-Profit Entity means any non-governmental entity which qualifies for tax-exempt status under section 501(c) of the Internal Revenue Code.
18. Oversight Committee refers to an SBA committee with authority to approve certain cosponsorships and the solicitation and acceptance of certain gifts. Except as otherwise provided by the Administrator, the Oversight Committee will consist of the Deputy Administrator, General Counsel, the AA/BI, and two other persons named by the Administrator.
19. Participating Lender is a money-lending entity, whether bank or non-bank, operating under a participation agreement with

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SBA.

20. Program Recipient is an individual or entity that is presently receiving benefits or has an application pending for benefits from an SBA program, such as an 8(a) program participant, Small Business Investment Company (SBIC), SBA loan recipient, SBA surety bond guarantee recipient, SBA Certificate of Competency recipient, Microloan intermediary lender, Small Business Lending Company, or a parent, subsidiary, or affiliate of any of the above.
21. Proscribed Sources are program recipients, bidders, or offerors for contracts or grants where SBA will select the awardee (other than under the GSA supply schedule), parties in litigation with SBA or identified as potential litigants by an SBA program or legal office, parents, subsidiaries, affiliates, officers, directors, or substantial (20 percent or more) owners of any of the above, or any other source creating an actual or apparent conflict of interest.
22. Public Officials means Governors and Members of Congress only.
23. Responsible Program Official is an SBA official with accountability for a specific cosponsorship or gift solicitation and acceptance, as determined by the senior manager in the office where the cosponsorship or solicitation originates. If the originating office is at the district level, the responsible program official is the district director or designee. In the case of Headquarters, the responsible program official is the Management Board Member or designee responsible for the program area.
24. SBA Logo is the official, distinctive representation of the letters "SBA."
25. SBA Name is the "U.S. Small Business Administration" or the "Small Business Administration," or "SBA".
26. SBA Seal means a depiction of the official SBA seal.
27. SBA-Sponsored Activity means an event, activity, or initiative which promotes technical and managerial assistance to small business, and which is planned and conducted solely by SBA. Under appropriate circumstances, such activities may include training, counseling, disseminating information about small business and SBA programs, fostering business networking, and publicizing the achievements of small business persons.

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28. Training means the process of teaching groups of individuals or entities. Training methods may include in-person group sessions or other communication modes including, but not limited to, teleconferences, videos, publications, and electronic media. For purposes of cosponsorship or gift acceptance, all training activities must help to provide technical or managerial assistance to small business.
29. Unnecessary Promotion means recognition of a cosponsor or its products or services in an excessive or inappropriate manner or degree, or suggesting SBA endorsement of such cosponsor or its products or services.

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**Appendix 3**  
**(paragraph 7.(b))**  
**COSPONSORSHIP APPROVAL FORM**

**Part One**

I have reviewed the following proposed Cosponsorship (the "Cosponsorship"):

Cosponsorship Activity

Date: \_\_\_\_\_  
 Location: \_\_\_\_\_  
 Description of Cosponsorship: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

SBA Information

SBA Office: \_\_\_\_\_  
 Responsible Program Official: \_\_\_\_\_  
 Contact Person (if other than RPO): \_\_\_\_\_  
 Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Cosponsors

- (1) Name: \_\_\_\_\_ Tax ID: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
 Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_
- (2) Name: \_\_\_\_\_ Tax ID: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
 Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

(Any additional Cosponsors should be described on an attached sheet.)

I have reviewed the anticipated sources and uses of funds for the Cosponsorship. It appears that the funding is adequate and SBA will not be called upon to contribute financial support greater than already agreed upon.

Having considered the objectives, participants, and agenda of the Cosponsorship, the statutory limitations upon cosponsorships, conflict of interest principles, and the preliminary financial review, I find that the Cosponsorship complies with the provisions of SOP 90 75 2 and request legal clearance.

\_\_\_\_\_  
 Responsible Program Official

\_\_\_\_\_  
 Date

**Part Two**

I have reviewed the documentation presented concerning the Cosponsorship, and having considered the objectives, participants, and agenda of the Cosponsorship, the statutory limitations upon cosponsorships, conflict of interest principles, and the preliminary financial review, I find that the Cosponsorship complies with law and the provisions of SOP 90 75 2.

\_\_\_\_\_  
 SBA Legal Counsel (name and title)

\_\_\_\_\_  
 Date

**Part Three**

I hereby approve the Cosponsorship.

\_\_\_\_\_  
 Effective Date: August 7, 1995

Approving Official \_\_\_\_\_ Date \_\_\_\_\_  
SBA Form 1615 (8-95) Previous Edition Obsolete

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**Appendix 4  
(paragraph 20)**

**GIFT APPROVAL FORM**

TO: \_\_\_\_\_  
\_\_\_\_\_

**Part One**

A. You are authorized to solicit from \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ a gift as follows:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

_____	Approved: _____	Date: _____
	Name _____	
	Title _____	
	Concur: _____	Date: _____
	Name _____	
	Title _____	

**Part Two**

B. You are authorized to accept from \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ a gift as follows:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

_____	Approved: _____	Date: _____
	Name _____	
	Title _____	
	Concur: _____	Date: _____
	Name _____	
	Title _____	

SBA Form 1962 (8-95)

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Appendix 5  
(paragraph 24.a.)

UNITED STATES SMALL BUSINESS ADMINISTRATION  
COSPONSORSHIP AGREEMENT

Authorization No.

The undersigned parties agree as follows:

1. This agreement is between the U. S. Small Business Administration (SBA) and the following Cosponsor(s):

(1) \_\_\_\_\_  
                (name)                         \_\_\_\_\_

(taxpayer ID)

(2)      \_\_\_\_\_                  \_\_\_\_\_  
              (name)                             (taxpayer ID)

(Any additional cosponsors should be described on an attached sheet.)

2. The purpose of this agreement is to describe the rights and responsibilities of each party regarding the Cosponsorship described below ("the Cosponsorship"). Except as properly amended, this agreement is the final and complete agreement of the parties.

### 3. Cosponsorship Activity:

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Estimated number of small businesses to be assisted: \_\_\_\_\_

Types of assistance to be provided: \_\_\_\_\_

Overall estimated cost of Cosponsorship:

4. Any fee charged to small business attendees or participants will not exceed a minimal amount needed to pay the estimated direct costs of the activity, considering other sources of funding. Such fees, when collected, will be expended ahead of other sources of funding.

5. SBA will be given appropriate recognition for its cosponsorship of the activity in all materials used or distributed. SBA has the right to determine what constitutes appropriate recognition, in its reasonable discretion.

6. SBA's participation in the Cosponsorship does not constitute or imply an endorsement of any of the opinions, products, or services of any cosponsor.

7. There will be no unnecessary promotion of any of the products or services of a cosponsor, donor, or contractor involved in the activity.

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SBA Form 1741 (8-95) Previous Editions Obsolete

8. SBA will possess an irrevocable non-exclusive, worldwide, royalty-free license to use any copyrighted material developed for the activity.

9. SBA will not make available to a cosponsor any mailing lists of small business concerns existing prior to the activity.

10. Cosponsors who are public officials or candidates for public office will not include political comment as part of their participation.

11. Cosponsors who have a pre-existing business relationship with SBA understand that cosponsoring this activity creates no special consideration by SBA regarding any other matter.

12. All cosponsorship materials bearing the SBA Name, Logo, or Seal must display the authorization number shown above, be approved in advance by SBA and contain the following statements:

(1) "SBA's participation in this Cosponsorship is not an endorsement of the views, opinions, products, or services of any Cosponsor or other person or entity." (2) "All SBA programs or cosponsored programs are extended to the public on a nondiscriminatory basis." (3)(applicable if the activity involves personal attendance) "Reasonable arrangements for persons with disabilities will be made, if requested at least 2 weeks in advance. Contact: \_\_\_\_\_."

(name, address and telephone)

13. The parties agree that each will do the following in support of the activity:

(a) SBA will \_\_\_\_\_

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(b) Cosponsor # 1 will \_\_\_\_\_

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(c) Cosponsor # 2 will \_\_\_\_\_

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(Responsibilities of any additional cosponsors are described on an attached sheet.)

14. A budget showing anticipated sources of funds and estimated expenditures is attached and will be followed to the extent

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practicable.

15. This agreement can only be amended in writing, and any amendment must be agreed to by all parties to this agreement who are affected by it.

16. Any party may terminate its participation in the Cosponsorship upon written notice to the other parties. Such termination will not require changes to materials already produced, and will not entitle the terminating party to a return of funds or property contributed. If SBA withdraws from the Cosponsorship because of a violation of this Agreement by any cosponsor, it reserves the right to give appropriate notice to the public.

17. SBA's contact person for purposes of this activity is \_\_\_\_\_

The contact person for Cosponsor # 1 is \_\_\_\_\_

The contact person for Cosponsor # 2 is \_\_\_\_\_

(The contact persons for any additional cosponsors are shown on an attached sheet.)

18. Each of the persons executing this agreement represents that he or she has the authority to enter into this agreement on behalf of the entity involved.

Executed by:

SBA: By: \_\_\_\_\_ (name) \_\_\_\_\_ (date)  
 \_\_\_\_\_ (title)

Cosponsor # 1: By \_\_\_\_\_ (name) \_\_\_\_\_ (date)  
 \_\_\_\_\_ (title)

Cosponsor # 2: By \_\_\_\_\_ (name) \_\_\_\_\_ (date)  
 \_\_\_\_\_ (title)

Other cosponsors (show name, title and date below):

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**Appendix 6**  
**(paragraph 20.c.)**

**DECLARATION OF GIFT TO**  
**THE U.S. SMALL BUSINESS ADMINISTRATION**

[INSERT NAME OF DONOR] (Donor), located at [ADDRESS OF DONOR], declares that it gives and delivers to the U.S. Small Business Administration (SBA) the following gift:

(describe gift, including specific components)

Donor acknowledges that:

(1) The gift is absolute and unrestricted. (If there are any specific conditions, describe and set forth as exceptions.)

(2) Donor does not have an existing or pending loan, program or other business relationship with SBA. (If a business relationship exists, describe and set forth as an exception.)

(3) SBA's acceptance of this gift does not constitute an express or implied endorsement of the Donor's opinions, products or services, nor does it imply any special handling by SBA of any business relationship or matter which may exist.

Donor values the gift at \$\_\_\_\_\_.

Date: [NAME OF DONOR]

By: \_\_\_\_\_  
 Name and Title of signing official

Approved and Accepted  
 on Behalf of SBA

\_\_\_\_\_  
 Approving Official  
 Title  
 Date:  
 SBA Form 1960 (8-95)

Effective Date: August 7, 1995

Effective Date: August 7, 1995

**Appendix 7  
(paragraph 20.d.)**

**Gift Acceptance Letter**

Date:

Donor  
Address  
Corporate, America 00001

Re: gift to SBA of (describe)

Dear:

The U.S. Small Business Administration (SBA) has accepted [DONOR]'s generous gift to SBA of [DESCRIBE gift]. [IF DONOR HAS IMPOSED CONDITIONS, SET FORTH.] [If the gift is for an SBA-sponsored activity, add] SBA expects to use the gift for \_\_\_\_\_, with any excess funds or value being used thereafter to provide additional technical and managerial assistance to small business.

We greatly appreciate [Donor's] support of SBA's efforts to help the small business community.

Very truly yours,

\_\_\_\_\_  
Approving Official

Effective Date: August 7, 1995

SBA Form 1961 (8-95)

Effective Date: August 7, 1995

Effective Date: August 7, 1995

Effective Date: August 7, 1995